

Agenda Item Summary

- 1. ACTION REQUESTED/PURPOSE:** Execute contract with both the Bonita Springs Housing Development Corporation and the Lee County Housing Development Corporation for \$100,000 to cover start up and administrative expenses associated with the establishment and implementation of a Community Land Trust.
- 2. WHAT ACTION ACCOMPLISHES:** Allows the county to enter into an agreement with these two non-profit organizations so that they can start up a Community Land Trust, which will also be a non-profit organization.
- 3. MANAGEMENT RECOMMENDATION:** Execute the contract.

4. Departmental Category: 04

**CYA**

5. Meeting Date: **08-30-05**

6. Agenda:
- Consent
  - Administrative
  - Appeals
  - Public
  - Walk-On

7. Requirement/Purpose: (specify)
- Statute
  - Ordinance
  - Admin. Code
  - Other

8. Request Initiated:

Commissioner John Albion  
 Department Community Development  
 Division Planning  
 By: Paul O'Connor, AICP, Planning Director  
POC 8/18/05

**9. Background:** On May 3, 2005 the BoCC approved the transfer of \$1 million from the General Fund Reserves to the newly created Community Land Trust (CLT) Program for Affordable Housing. These funds may be used for the establishment of a Community Land Trust. The CLT is a nonprofit organization that would own the land and provide 99-year renewable leases to very low and low-income homeowners, who would own the buildings on that land. By permanently limiting land costs, CLTs can lock in subsidies and also lower purchase prices.

On June 30, 2005 the Affordable Housing Committee reviewed and recommended approval of the application submitted jointly by the Bonita Springs Housing Development Corporation and the Lee County Housing Development Corporation for the establishment of a CLT program. The application requests an interest free loan for \$1 million with \$100,000 for the establishment and administration of a CLT and \$900,000 for land acquisition. The application's stated goal is the projected construction of 110 affordable units by 2011. BoCC's Management and Planning Committee reviewed the Committee's recommendation on August 1, 2005.

The attached contract is for an interest free loan of \$100,000 to cover costs associated with the establishment and implementation of the CLT through December 31, 2011. Incorporated into the contract is the following repayment schedule for yearly payments from calendar year 2015 to 2020 inclusive to reflect the amount each agency borrowed from the \$100,000, (this schedule is based on the applicants' proposal): **2015:** \$12,828, **2016:** \$14,448, **2017:** \$15,408, **2018:** \$16,368 **2019:** \$19,140 and **2020:** \$21,808. To assure that the organizations are following the best business practices for the establishment and operation of the CLT, the organizations will submit all proposed by-laws, operations manuals and other documents for review and approval by county staff. During the establishment of the CLT the county will continue contracting with consultant Michael Brown, a national expert on CLTs.

Funds are available in account LB5150800100.508301

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>Mary (11/15)</i>	<i>[Signature]</i>	NA	NA	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY  
 COUNTY ADMIN: *[Signature]*  
 8/18/05  
 COUNTY ADMIN  
 FORWARDED TO:  
*[Signature]*

COUNTY.  
 CC. ATTY.  
 FORWARDED TO:  
*[Signature]*

STANDARD SUBRECIPIENT CONTRACT

Contract No. C-3175 (Bonita Springs Area HDC)  
Contract No. C-3176 (Lee County HDC)  
Funding Source: LB 51508000100.508301

AGREEMENT BETWEEN  
THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
And  
Bonita Springs Area Housing Development Corporation with the  
Lee County Housing Development Corporation

THIS  Service  Capital (check one) CONTRACT entered this 2nd day of August 2005, between LEE COUNTY hereinafter referred to as COUNTY and the Bonita Springs Area Housing Development Corporation with the Lee County Housing Development Corporation, both Not-for-Profit Corporations existing under the laws of the State of Florida and, hereinafter referred to jointly as "PROVIDER".

WHEREAS, COUNTY believes it to be in the public interest to provide certain activities to Lee County through the PROVIDER according to this contract, the agency's intent as stated in the proposal and attachments and/or exhibits and all other terms and conditions as specified.

NOW THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein COUNTY and the PROVIDER agree as follows:

**ARTICLE I SCOPE OF SERVICES**

The COUNTY has awarded the following amounts for each program listed below. The PROVIDER will be responsible for implementing these program(s) for the residents of Lee County: Program(s) must be implemented in accordance with the approved proposal(s) and exhibits/attachments.

**ARTICLE II TERM OF CONTRACT**

This contract shall begin **August 2, 2005** and ends **December 31, 2020** unless terminated as specified in Article VIII, Suspension/Termination.

**ARTICLE III COMPENSATION AND REPORTS**

**A. Contract Payment**

Payments will be made by the COUNTY to the PROVIDER and the PROVIDER agrees to accept as full compensation the total amount not to exceed **\$100,000.00** during the term of this contract, subject to the provisions of Article III B. Deferred Payment/Return of Funds, and Article VIII, Suspension/Termination. Funding is contingent upon the COUNTY receiving the related State funds.

**B. Deferred Payment/Return of Funds**

The **PROVIDER** agrees to return to the **COUNTY** any overpayments due to funds disallowed pursuant to the terms of this contract. Such funds shall be considered county funds and must be refunded to the **COUNTY** within thirty (30) calendar days of receiving notice from the **COUNTY** in writing regarding the overpayment. Should repayment not be made in a timely manner, the **COUNTY** will charge interest of one (1) percent per month compounded on the outstanding balance after forty (40) calendar days after the date of notification or discovery. The **PROVIDER** will be required to reimburse the **COUNTY** for any acts of non-compliance resulting in disallowed costs or fines.

It is at the option of the **COUNTY** to defer payment to the **PROVIDER** for noncompliance with contract deliverables or during the period of a county audit or monitoring due to questionable items. If as a result of the audit or monitoring, unallowable or unsupported costs are found, no further payments will be made until the full amount of overpayment is remitted to Lee County or a repayment agreement is accepted by Lee County.

**C. Required Reports**

1. Quarterly reports, final report, and any other report as stipulated in Exhibit/Attachment 1
2. Schedule for Debt Repayment to Lee County by Non-Profit/Attachment 2

**ARTICLE IV            AUDITS, MONITORING, AND RECORDS**

**A. Monitoring**

The **PROVIDER** agrees to permit employees duly authorized by the **COUNTY** or any representatives to inspect all records, papers, documents, facility's goods and services of the **PROVIDER** and/or interview any clients and employees of the **PROVIDER** in order to, among other matters, monitor and verify the continuation of the **PROVIDER'S** I.R.S. Code § 501(c)(3) status with the Internal Revenue Service, or any pending application thereof, to be assured of satisfactory performance of the terms and conditions of this contract to the extent permitted by the law after giving the **PROVIDER** reasonable notice. The monitoring is a limited scope review of the contract and agency management and does not relieve the **PROVIDER** of its obligation to manage the grant in accordance with applicable rules and sound management practices. The County may immediately terminate this Agreement if the **PROVIDER** refuses to permit access to County representatives for such examinations.

Following such monitoring the **COUNTY** may deliver to the **PROVIDER** a written report regarding the manner in which goods or services are being provided. The **PROVIDER** will rectify all noted deficiencies within the specified period of time indicated in the monitoring report or provide the **COUNTY** with a reasonable and acceptable justification for not correcting the noted shortcomings. The **PROVIDER'S** failure to correct or justify the deficiencies within the time specified by the **COUNTY** may result in the withholding of payments, being deemed in noncompliance, or termination of this contract.

**PROVIDER** must supply **COUNTY** with copies of all monitoring reports of programs which are also funded by the **COUNTY**, including agency response, within thirty (30) days of receipt.

**B. Audit and Inspections**

The **PROVIDER** will make all records referenced in Article IV. C., and all items included on financial statements available for audit or inspection purposes at any time during normal business hours and as often as **COUNTY** deems necessary.

The County, its various Departments and all parties entering into agreements with the County that involve public funds, are subject to audit by the Lee County Clerk of Court. As such, the BSAHDC/LCHDC are also subject to audit by the Clerk of the Court. The Clerk of Courts Internal Audit division, Lee County employees, or any duly authorized representatives have the right of timely and unrestricted access to any books, documents, papers, or other records of **PROVIDER** or **CPA** that are pertinent to the contract in order to make audits, examinations, excerpts, transcripts and copies of such documents. If contract non-compliance or material weaknesses in the organization is noted, the **COUNTY** or other authorized representatives have the right to unlimited access to records during an audit or inspection. The **PROVIDER** will comply with all reasonable requests made by the **COUNTY** to examine the **PROVIDER** books and records that are kept relative to this agreement in order to verify the payment of taxes, or fees and compliance with the by-laws of the corporation and the terms and obligations of this agreement. The County may terminate this Agreement if the BSAHDC/LCHDC refuse to permit such reasonable examinations by the Clerk of Court. This includes timely and reasonable access to a **PROVIDER'S** personnel for the purpose of interview and discussion related to such documents. The County may immediately terminate this Agreement if the **PROVIDER** refuses to permit access to County representatives for such examinations.

**C. Records**

The **PROVIDER** shall retain all financial, client demographic, and programmatic records, supporting documentation, statistical records and other records which are necessary to document service provision, client demographics, expenditures, income and assets of the **PROVIDER** by funding source, program, and functional expenses category during the term of this contract and five (5) years from the date of contract expiration. If any litigation, claim, negotiation, audit, or other action involving the records has been initiated before the expiration of the 5-year period, the records shall be retained for one (1) year after the final resolution of the action and final resolution of all issues that arise from such action.

**D. Independent Audit**

An original, bound annual audit (performed at the **PROVIDER'S** own expense) of the **PROVIDER'S** financial statements in accordance with FASB 117, or current GAGA Standards as applicable including the auditor's opinion, requisite reports on internal control and compliance if required, management letter addressing internal controls if required, and management's response to such letter if required, must be submitted to the **COUNTY** no later than **180** days following the end of the **PROVIDER'S** fiscal year along with any corrective action plan if applicable.

The audit must be conducted by an independent licensed certified public accountant who has received an unmodified opinion on their current Peer Review and must be in accordance with Auditing Standards Generally Accepted in the United States, and generally accepted Government Auditing Standards, OMB Circular A-133, "Audits of Institutions of Higher Education and other Non-Profit Organizations" if applicable, the Florida Single Audit Act (F.S. 215.97) if applicable, and the Auditor General rule 10.550 if applicable. The audit must detail the programs or service areas that are funded by Lee County either in the statement of functional expenses, revenues

and expenditures, footnotes, schedule of federal awards and state financial assistance or as supplemental data in the financial statements. The statement should be consistent with programs detailed in the corresponding proposal(s) and exhibit(s).

Failure to submit the report within the required time frame will result in the withholding of payment, or termination of the contract by the COUNTY.

## **ARTICLE V            MODIFICATIONS**

Modifications of provisions of this contract shall only be valid when they have been reduced to writing and duly signed and dated by both parties.

## **ARTICLE VI            CONTRACTOR STATUS**

### **A.     Independent Contractor**

It is mutually agreed that the PROVIDER is an independent contractor and not an agent or employee of the COUNTY.

### **B.     Subcontracts**

Primary roles and responsibilities of PROVIDER cannot be subcontracted. It is mutually agreed that any COUNTY funded program component that is subcontracted by PROVIDER must have a written contract upon execution of this contract. The PROVIDER must ensure each subcontractor conforms to the terms and conditions of this contract and must be subject to indemnification as stated in Article VII.

## **ARTICLE VII            RISK MANAGEMENT**

### **A.     Indemnification**

The PROVIDER will defend, hold harmless, and indemnify the COUNTY from and against any and all liability, loss, claims, damages, costs, attorneys' fees, and expenses of whatever kind or nature which the COUNTY may sustain, incur, or be required to pay either by reason of the loss or improper use of any monies disbursed or to be disbursed hereunder including but not limited to fraud, embezzlement, or dishonesty on the part of any person represented or employed by the PROVIDER, or by reason of the intentional or negligent act of the PROVIDER or its agents, representatives and/or employees.

The PROVIDER further agrees that it will, at its own expense, defend any and all claims, actions, suits, or proceedings that may be brought against the COUNTY in connection with the above and satisfy, pay, and discharge any and all judgments or other resolution of claims that may be entered against the COUNTY in any such action or proceedings.

The **PROVIDER** further agrees that it is responsible for any and all claims arising from the hiring of individuals relating to activities provided under the contract. All individuals hired are employees of the **PROVIDER** and not of the **COUNTY**.

**B. Insurance**

The **PROVIDER** agrees to provide and maintain during the term of this contract Commercial General Liability insurance insuring the **PROVIDER** against any and all claims, demands, or causes of action whatsoever for injuries received or damage to property incurred in the performance of the terms of this Contract or the use, occupation, management, or control of any facility herein provided for and the improvements thereto. Such a policy of insurance will insure the **PROVIDER** in an amount not less than \$300,000 to cover any and all bodily injury, personal injury. And/or property damage claim connected with any **COUNTY** accident or occurrence that may arise or be claimed to have arisen against the **PROVIDER**. The **PROVIDER** must furnish an appropriate Certificate of Insurance (**Exhibit**) naming Lee County Board Of County Commissioners as Certificate Holder and Additional insured. The **PROVIDER** agrees that the coverage granted to the Additional Insured applies on a primary basis, with the Additional Insured's coverage being excess. The **PROVIDER** agrees that this insurance requirement shall not relieve or limit **PROVIDER'S** liability and that the **COUNTY** does not in any way represent that the insurance required is sufficient or adequate to protect the **PROVIDER'S** interests or liabilities, but are merely minimums. Certificates of Insurance and bonding and renewals must be submitted to:

Risk Management  
Lee County Board of County Commissioners  
P.O. Box 398 Fort Myers, Florida 33902-0398

**C. Bonding**

The **PROVIDER** must provide fidelity bonding for all employees that handle **PROVIDER'S** funds. The amount of the bond must be equivalent to the highest daily cash balance of the **PROVIDER**. Proof of this bonding must be submitted to the **COUNTY** prior to the date of execution of this contract.

**ARTICLE VIII      SUSPENSION/TERMINATION**

**A. Suspension**

The **COUNTY** reserves the right to suspend funding for failure to comply with the requirements of this contract.

In the event **PROVIDER** ceases operation for any reason or files for protection from creditors under bankruptcy law, any remaining unpaid portion of this contract, less funds for expenditures already incurred, shall be retained by the **COUNTY** and the **COUNTY** shall have no further funding obligation to the **PROVIDER** with regard to those unpaid funds.

**B. Termination by COUNTY**

Failure of the **PROVIDER** to materially comply with any of the provisions of this agreement, including any misuse or improper usage of the funds shall be a material breach hereof and, upon notice of material breach to the

**PROVIDER** by the County, this contract will be forthwith terminated, at the discretion of the County. The **PROVIDER** shall be obliged to repay all such misused or improperly used sums to the County. Any breach of this agreement will be provided in writing to the **PROVIDER** by the County via certified mail. The **COUNTY** may at any time and for any reason cancel this contract by giving twenty-four (24) hours written notice to the **PROVIDER** by certified mail following a determination by the Board of **COUNTY** Commissioners, at its sole discretion, that such cancellation is in the best interest of the people of the **COUNTY**. From the date of cancellation, neither party shall have any further obligation unless specified in the termination notice.

**C. Termination by PROVIDER**

The **PROVIDER** may at any time and for any reason cancel this contract by giving seventy-two (72) hours prior written notice to the **COUNTY** by certified mail of such and specifying the effective date.

**COUNTY'S** obligation to make any payments under any provision of this contract shall cease on the effective date of termination.

**ARTICLE IX            ASSURANCE, CERTIFICATIONS, AND COMPLIANCE**

The **PROVIDER** agrees that compliance with these assurances and certifications constitutes a condition of continued receipt of or benefit from funds provided through this contract, and that it is binding upon the **PROVIDER**, its successors, transferees, and assignees for the period during which services are provided. The **PROVIDER** further assures that all contractors, subcontractors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of statutes, regulations, guidelines and standards. By acceptance of this funding, the **PROVIDER** assures and certifies the following:

- A. That it will comply with all applicable laws, ordinances and regulations of the United States, the State of Florida, the **COUNTY**, and the municipalities as said laws, ordinances and regulations exist and are amended from time to time. In entering into this contract, the **COUNTY** does not waive the requirements of any county or local ordinance or the requirements of obtaining any permits or licenses that are normally required to conduct business or activity contemplated by the **PROVIDER**.
- B. That it will comply with all local, state and federal laws, rules and regulations governing the payment of taxes, general accounting principles and charitable corporations and that it will comply with all reasonable requests made by the **COUNTY** to examine the **PROVIDER'S** books and records that are kept relative to this agreement in order to verify the payment of taxes, or fees and compliance with the by-laws of the corporation and the terms and obligations of this agreement.
- C. That it will comply with Chapter 760, Florida Statutes and Lee County Ordinance 00-19 which prohibit discrimination in housing on the basis of race, color, national origin, sex, religion, disability or familial status.
- D. That it will comply with Chapter 760, Florida Statutes and Lee County Ordinance 00-18 which prohibit discrimination in employment on the basis of race, color, national origin, sex, religion, disability or marital status.

- E. That it will administer its programs under procedures, supervision, safeguards, and such other methods as may be necessary to prevent fraud and abuse, and that it will target its services to those who most need them.
- F. That if clients are to be transported under this contract, the **PROVIDER** will comply with the provisions of Chapter 427, Florida Statutes, which requires the coordination of transportation for the disadvantaged.
- G. That any products or materials purchased with contract funds shall be procured in accordance with the provisions of Chapter 403.7065, Florida Statutes, which refers to the procurement of products or materials with recycled content.
- H. That it will comply with the Americans with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
- I. That it shall report any unusual incidents involving funded activities to the **COUNTY**, in writing, within five (5) calendar days of the occurrence or the **COUNTY** may terminate this contract. Unusual incidents include, but are not limited to those events which are reported to local police authorities by the **PROVIDER** or any person whose report requires any type of response by local law enforcement authorities; those events which result in physical injury to a person receiving **PROVIDER** services that are underwritten in any way by the **COUNTY**; or, those incidents or events which result in a report to or investigation arising from a call to the Florida Abuse Hotline. In accordance with Chapter 415, Florida Statute, an employee of the **PROVIDER** who knows or has reasonable cause to suspect that a child, aged person, or disabled adult has been abused, neglected, or exploited, shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the statewide toll-free number (1-800-96- ABUSE).
- J. That it will comply with Chapter 216.347, Florida Statutes, which prohibits the expenditure of contract funds for the purpose of lobbying the Legislature, State or County agencies.
- K. That it will notify the **COUNTY** immediately of any funding source changes and/or additions from other sources that are different from that shown in the **PROVIDER'S** proposal. This notification must include a statement as to how this change in funding affects provision of service as well as the use of and continued need for county funds.
- L. That it will acknowledge support for programs funded by Lee County.
- M. That it will notify the **COUNTY** of any **SIGNIFICANT** changes to the **PROVIDER** organization to include articles of incorporation and bylaws within ten (10) working days of the effective date.



**ARTICLE X           NOTICES**

Official notices concerning this contract shall be directed to the following authorized representatives:

**COUNTY:**

ATTN: Gloria M. Sajgo, AICP, Principal Planner, Lee County Department of Community Development

Telephone: (239) 479-8311                      Fax: (239) 479-8161                      E-mail: sajgogm@leegov.com

**PROVIDER:**

Name: Treva K. Gilligan

Title: Executive Director

Agency: Lee County HDC

Address: 1288 N. Tamiami Trail  
N. Fort Myers, FL 33903

Telephone: 239- 656-2721

Web site address: \_\_\_\_\_

E-mail: trevalchdc@yahoo.com

**PROVIDER:**

Name: Mary E. Sorge

Title: Executive Director

Agency: Bonita Springs Area HDC

Address: 26801 Old 41 Road, Unit 2  
Bonita Springs, FL 34135

Telephone: 239-495-7100

Web site address: \_\_\_\_\_

E-mail: m-sorge@earthlink.net

The signatures of the persons shown below are designated and authorized to sign all applicable reports:

**COUNTY:**

Name: Gloria M. Sajgo, AICP,                      *Gloria M. Sajgo*                      Principal Planner  
(typed)    Signature    Title

**PROVIDER:**

Name: Treva K. Gilligan  
(typed)

*Treva K. Gilligan*  
Signature

Executive Director  
Title

Name: Mary E. Sorge  
(typed)

*Mary E. Sorge*  
Signature

Executive Director  
Title

In the event that different representatives are designated by either party after execution of this contract, notice of the name and address of the new representative will be rendered in writing by authorized officer of **PROVIDER** to the **COUNTY**. The notification shall be attached to originals of this contract.

**ARTICLE XI SPECIAL PROVISIONS**

A. If needed, PROVIDER may be called upon to assist county during a natural disaster or emergency.

**ARTICLE XII ALL TERMS AND CONDITIONS INCLUDED**

This contract and its attachments, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such terms or provisions shall be stricken.

IN WITNESS THEREOF, PROVIDER and COUNTY have caused this contract, to be executed by their undersigned officials as duly authorized.

**PROVIDER:**

By: Dr. Bruce N. Merton

Name (typed)

Dr. Bruce N. Merton

Signature of authorized officer

HDC President

Title

August 10, 2005

Date

**NOTARY:**

By: Vanessa H. Patterson

Notary of Public (Signature)

VANESSA H PATTERSON

Name (Typed)



Vanessa H. Patterson  
MY COMMISSION # DD156480 EXPIRES  
October 9, 2006  
BONDED THRU TROY FAIN INSURANCE, INC.

**PROVIDER:**

By: David E. McKee

Name (typed)

David E. McKee

Signature of authorized officer

President

Title

August 3, 2005

Date

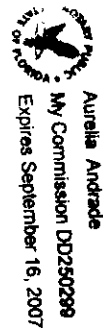
**NOTARY:**

By: Aurelia Andrade

Notary of Public (Signature)

Aurelia Andrade

Name (Typed)



**COUNTY: LEE COUNTY**

By: \_\_\_\_\_

Name (typed)

\_\_\_\_\_  
Signature of authorized officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTEST: CLERK OF CIRCUIT COURT**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:  
COUNTY ATTORNEY'S OFFICE**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT 1**

**Community Land Trust  
Bonita Springs Area Housing Development Corporation and  
the Lee County Housing Development Corporation**

1. A. The Project, as approved for assistance, shall consist of the following authorized scope of Project work:
  - a) Creation of a Community Land Trust (CLT) non-profit Corporation. The CLT will be a non-profit organization created for the purpose of owning land and providing 99-year renewable leases to those owning the buildings on the land. By permanently limiting land costs, CLT's can lock in subsidies and also lower purchase prices, allowing very-low and low-income families to qualify for housing.
  - b) Formation of a 501(c)3 Not-For-Profit Corporation
  - c) Legal Assistance
  - d) Preparation of documents
  - e) Development of educational tools
  - f) Marketing expenses
  - g) Other expenses associated with the establishment and implementation of a CLT
- B. The amount of funds awarded under this contract is \$100,000.00. The Grantor is not obligated or authorized to award any funds in addition to this amount.
- C. Repayment Schedule: These funds are being provided as an interest free loan. Repayment of these funds shall begin on January 1, 2015 in accordance with the CLT Repayment Schedule (Attachment 3).
- D. Acceleration. The whole of the indebtedness secured by this Contract shall become due and payable, at the option of Grantee:
  - a) After default in the performance of any authorized scope of work in this Project which remains uncured for 15 days after notice of default. Upon the happening of any such event, and at the County's option, the whole amount of the indebtedness secured by this Contract shall become immediately due and payable and shall bear interest at the rate of 2 percent over the prime interest rate from the date of such default.
  - b) In the event of a default in payments due under this Contract which remains uncured for 15 days after the due date, or in the event of any other default under this Contract which remains uncured for 15 days after notice from the County to Grantee, the County shall have, in addition to other rights and remedies specified in this Contract, all other rights and remedies provided by law. The remedies of County shall be cumulative and concurrent, and may be pursued singularly, successively, or together

at the sole discretion of the County, which may exercise them whenever necessary. The failure to exercise any right or remedy shall in no event be construed as a waiver or release of the right or remedy.

- E. This Contract shall be binding on and inure to the benefits of the parties and their respective administrators, successors, and assigns.
  - F. By-laws, 501(c)3 documentation, operations and procedures manuals, educational materials, marketing documents, and all other documents related to the formation of the CLT must be submitted to Lee County staff for review and approval. In making its review of these documents, Lee County will seek comments and suggestions from Community Land Trust experts.
  - G. The Provider is expected to make every reasonable effort to participate in program training activities offered by the Florida Housing Finance Corporation, the Florida Housing Coalition, Lee County or similar organizations in order to ensure compliance with local and State regulations governing the State Housing Initiatives Partnership Program.
2. The Grantor agrees to provide drawdowns to the Provider, upon receipt and verification of the Provider's request and documentation for project costs pursuant to and as defined in Subsection 1. A. up to the amount of actual cash expended by the Provider for project work.
  3. The Provider is hereby placed on notice that when public funds are expended by an agency, then all the financial, business, and membership records pertaining to the public agency from which or on whose behalf the payments are made, of the person, corporation, foundation, trust, association, group, or organization to whom such payments are made shall be public records and subject to the provisions of Florida Statutes, Chapter 119 Public Records.

Every person who has custody of a public record shall permit the record to be inspected and examined by any person desiring to do so, at any reasonable time, under reasonable conditions, and under supervision by the custodian of the public record or the custodian's designee.

Before any person is granted access to the records related to these funds (except governmental agencies or their agents who are entitled to access to the records specified in this paragraph for the purposes of auditing federal, state, or local housing programs or housing assistance programs), please seek the advice of your legal counsel or contact the Lee County Division of Planning who shall seek counsel from the office of the County Attorney. Home addresses, telephone numbers, social security numbers, photographs, and places of employment of the certain personnel, spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel are exempt from public record. Medical history records, bank account numbers, credit card numbers, telephone numbers, and information related

to health or property insurance furnished by an individual to any agency pursuant to federal, state, or local housing assistance programs are confidential and exempt. Any other information produced or received by any private or public entity in direct connection with federal, state, or local housing assistance programs, unless the subject of another federal or state exemption, is subject to public records requests.

A person who has custody of a public record and who asserts that an exemption or special law applies to a particular public record or part of such record shall delete or excise from the record only that portion of the record with respect to which an exemption has been asserted and validly applies, and such person shall produce the remainder of such record for inspection and examination.

4. The Provider agrees to perform all necessary requirements to assist the Grantor in implementing its monitoring responsibilities, which include on-site inspections of the project to determine compliance with applicable laws, rules, regulations, ordinances, and codes of the federal, state, and local governments, including the requirements of the State Housing Initiatives Partnership (SHIP) and the Lee County Local Housing Assistance Plan.
5. The Grantor shall be provided access to all contracts of the Provider for the procurement of goods and/or services relating to the project work described in Subsection 1. A. and all change orders or amendments, but said access shall not be construed as acceptance by or imposition of upon the Grantor of any financial liability in connection with said contracts..

**ATTACHMENT 2**

**Community Land Trust - \$100,000 Administration - Non-Profit's Schedule for Debt Repayment to Lee County - Bonita Springs Area Housing Development Corporation (BSHDC) and the Lee County Housing Development Corporation (LCHDC)**

Payment Schedule for Each Calendar Year	Anticipated Construction of 110 Affordable Housing Units										
	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
CLT Administration - Non-Profit's Debt*	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
CLT Administration - Schedule for Debt Repayment to Lee County by Non-Profit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Balance Owed	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000

Payment Schedule for Each Calendar Year	Repayment Schedule									
	2012	2013	2014	2015	2016	2017	2018	2019	2020	
CLT Administration - Non-Profit's Debt*	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 87,172	\$ 72,724	\$ 57,316	\$ 40,948	\$ 21,808	
CLT Administration - Schedule for Debt Repayment to Lee County by Non-Profit	\$ -	\$ -	\$ -	\$ 12,828	\$ 14,448	\$ 15,408	\$ 16,368	\$ 19,140	\$ 21,808	
Balance Owed	\$ 100,000	\$ 100,000	\$ 100,000	\$ 87,172	\$ 72,724	\$ 57,316	\$ 40,948	\$ 21,808	\$ -	

\* Debt cannot exceed this amount. Actual debt will vary depending on draw schedule.

CERTIFICATE OF INSURANCE

The company indicated below certifies that the insurance afforded by the policy or policies numbered and described below is in force as of the effective date of this certificate. This Certificate of Insurance does not amend, extend, or otherwise alter the Terms and Conditions of Insurance coverage contained in any policy numbered and described below.

CERTIFICATE HOLDER:

LEE COUNTY BOARD OF COMMISSIONERS  
 ADDITIONAL INSUREDS  
 P O BOX 398  
 FT MYERS, FL 33912

INSURED:

BONITA SPRINGS AREA HOUSING DEVELOPEMENT CORP  
 P O BOX 3189  
 BONITA SPRINGS, FL 34133

TYPE OF INSURANCE	POLICY NUMBER & ISSUING CO.	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS OF LIABILITY (*LIMITS AT INCEPTION)
<input checked="" type="checkbox"/> LIABILITY	77-80-451272-3001	09-12-04	09-12-05	Any One Occurrence..... \$ 1,000,000
<input checked="" type="checkbox"/> Liability and Medical Expense Personal and Advertising Injury	NATIONWIDE MUTUAL FIRE INSURANCE CO.			Included in Above - Any One Person or Organization ANY ONE PERSON ..... \$ 5,000 Any One Fire or Explosion \$ 50,000
<input checked="" type="checkbox"/> Medical Expenses				General Aggregate* ..... \$ 2,000,000
<input checked="" type="checkbox"/> Fire Legal Liability				Prod/Comp Ops Aggregate* .. \$ 1,000,000
<input type="checkbox"/> Other Liability				
<b>AUTOMOBILE LIABILITY</b>				
<input type="checkbox"/> BUSINESS AUTO				Bodily Injury (Each Person) ..... \$
<input type="checkbox"/> Owned				(Each Accident) ..... \$
<input type="checkbox"/> Hired				Property Damage (Each Accident) ..... \$
<input type="checkbox"/> Non-Owned				Combined Single Limit ... \$
<b>EXCESS LIABILITY</b>				
<input type="checkbox"/> Umbrella Form				Each Occurrence ..... \$ Prod/Comp Ops/Disease Aggregate* ..... \$
<b>STATUTOR' LIMITS</b>				
<input type="checkbox"/> Workers' Compensation and				BODILY INJURY/ACCIDENT ... \$
<input type="checkbox"/> Employers' Liability				Bodily Injury by Disease EACH EMPLOYEE ..... \$ Bodily Injury by Disease POLICY LIMIT ..... \$

Should any of the above described policies be cancelled before the expiration date, the insurance company will endeavor to mail written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability upon the company, its agents, or representatives.

DESCRIPTION OF OPERATIONS/LOCATIONS  
 VEHICLES/RESTRICTIONS/SPECIAL ITEMS  
 \$250,000.DISHONESTY BOND INCLD

Effective Date of Certificate: 09-12-2004  
 Date Certificate Issued: 09-09-2004

Authorized Representative: DOM DIBLASE AGENCY  
 Countersigned at: 3401 BON TA BEACH RD,A101  
 BONITA SPRINGS,FL 34134



CERTIFICATE OF INSURANCE

The company indicated below certifies that the insurance afforded by the policy or policies numbered and described below is in force as of the effective date of this certificate. This Certificate of Insurance does not amend, extend, or otherwise alter the Terms and Conditions of Insurance coverage contained in any policy numbered and described below.

CERTIFICATE HOLDER:  
 LEE COUNTY BOARD OF  
 COMMISSIONERS  
 PO BOX 398  
 FT MYERS, FL 33902

INSURED:  
 LEE COUNTY HOUSING  
 DEVELOPMENT CORPORATION  
 PO BOX 2854  
 FT MYERS, FL 33902

TYPE OF INSURANCE	POLICY NUMBER & ISSUING CO.	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS OF LIABILITY (*LIMITS AT INCEPTION)
LIABILITY	77-PR-464354-3001	07-01-05	07-01-06	
<input checked="" type="checkbox"/> Liability and Medical Expense	NATIONWIDE MUTUAL FIRE INSURANCE CO.			Any One Occurrence..... \$ 1,000,000
<input checked="" type="checkbox"/> Personal and Advertising injury				Any One Person/Org ..... \$ 1,000,000
<input checked="" type="checkbox"/> Medical Expenses				ANY ONE PERSON ..... \$ 5,000
<input checked="" type="checkbox"/> Fire Legal Liability				Any One Fire or Explosion \$ 100,000
				General Aggregate* ..... \$ 1,000,000
				Prod/Comp Ops Aggregate* .. \$ 1,000,000
<input checked="" type="checkbox"/> Other Liability				
<b>Fidelity Bond</b>				<b>\$ 50,000</b>
AUTOMOBILE LIABILITY				
<input type="checkbox"/> BUSINESS AUTO				Bodily Injury (Each Person) ..... \$ (Each Accident) ..... \$
<input type="checkbox"/> Owned				Property Damage (Each Accident) ..... \$
<input type="checkbox"/> Hired				Combined Single Limit .... \$
<input type="checkbox"/> Non-Owned				
EXCESS LIABILITY				Each Occurrence ..... \$
<input type="checkbox"/> Umbrella Form				Prod/Comp Ops/Disease Aggregate* ..... \$
				STATUTORY LIMITS
<input type="checkbox"/> workers' Compensation and				BODILY INJURY/ACCIDENT ... \$
<input type="checkbox"/> Employers' Liability				Bodily Injury by Disease EACH EMPLOYEE ..... \$
				Bodily Injury by Disease POLICY LIMIT ..... \$

DESCRIPTION OF OPERATIONS/LOCATIONS  
 VEHICLES/RESTRICTIONS/SPECIAL ITEMS

Effective Date of Certificate: 07-01-2005  
 Date Certificate Issued: 08-17-2005

Authorized Representative: DOM DIBLASE AGENCY  
 Countersigned at: 3401 BONITA BCH RD STE101  
 BONITA SPRINGS FL 34134

*Ken Mulligan*  
 agent 8-18-05